

## Staff Summary Report

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Council Meeting Date: 12/06/07

Agenda Item No. 42

**SUBJECT:** Request award of a construction contract to Southwest Micro Surfacing LLC and approval of a construction change order contingency for Major Street Renovation 2008-2010.

**DOCUMENT NAME:** 20071206PWMV03 STREET UPGRADING – MAINTENANCE – CONSTRUCTION (0809-05) PROJECT NO. 5401642

**SUPPORTING DOCS:** Yes

**COMMENTS:** Construction contract in the amount of \$1,147,198 with Southwest Micro Surfacing LLC, subject to execution of the final written contract and a construction change order contingency of \$147,000.

**PREPARED BY:** TOM WILHITE, PRINCIPAL CIVIL ENGINEER (x2921)

**REVIEWED BY:** ANDY GOH, DEPUTY PW MANAGER/CITY ENGINEER (x8896)

**LEGAL REVIEW AS TO FORM:** JENAE NAUMANN, ASSISTANT CITY ATTORNEY (x8402)

**FISCAL NOTE:** Sufficient funds are available in Project 5401642.

**RECOMMENDATION:** Award construction contract and approve construction change order contingency.

**ADDITIONAL INFO:** This project is an annual, renewable maintenance contract for Major Street Renovation. Annual contracts may be extended up to two years in increments of twelve months, with future Council approval.

On October 18, 2007, the following bids were received:

<u>Contractor</u>	<u>Total Base Bid</u>
Southwest Micro Surfacing, LLC	\$1,147,198

The bid of Southwest Micro Surfacing, LLC. has been reviewed by staff and found to be acceptable.

This award is conditioned upon execution of final written contract documents and approved submittals of any required payment bond, performance bond, ensure to insure affidavit, insurance certificates or other documents.

In addition, there will be a not to exceed fee of \$6,000 paid through a previously approved annual contract for materials testing costs associated with this project.

Approved by Glenn Kephart, Public Works Manager

## CONTRACT

**THIS AGREEMENT**, made and entered into this 6<sup>th</sup> day of December, 2007, by and between the City of Tempe, a Municipal Corporation, organized and existing under and by virtue of the laws of the State of Arizona, party of the First Part, hereinafter designated the **OWNER**, and Southwest Micro Surfacing, LLC., of the City of Phoenix, County of Maricopa, and State of Arizona, party of the Second Part, hereinafter designated as the **CONTRACTOR**:

**WITNESSETH:** That said Contractor, for and in consideration of the sum to be paid him by said Owner, in the manner, amount and at the time hereinafter provided in the "Proposal" and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds hereto attached, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE I - SCOPE OF THE WORK:** The Contractor shall furnish any and all plant, materials, labor, construction equipment, services and transportation (all applicable taxes included) required for performing all work for the installation of the

### **MAJOR STREET RENOVATION 2008-2010 PROJECT NO. 5401642**

for the sum of One Million One Hundred Forty Seven Thousand One Hundred Ninety Eight and 00/100 Dollars (\$1,147,198.00) Base Bid, and to construct the same and install the material therein for the Owner, in a good and workmanlike and substantial manner and to the satisfaction of the Owner or his properly authorized agents and strictly pursuant to and in conformity with the Specifications and Plans for the above referenced project(s) and other documents that may be made by the Owner through the Engineer or his properly authorized agents, as provided herein.

**ARTICLE II - CONTRACT DOCUMENTS:** The "Notice to Contractor", "General Provisions", "Special Provisions", "Technical Specifications", "Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction", as amended by the City of Tempe, "Proposal", "Plans", together with "Bid Security", "Performance Bonds", "Payment Bond", and Addenda thereto, if any.

**ARTICLE III - TIME OF COMPLETION:** The Contractor further covenants and agrees at his own proper cost and expense, to do all work and furnish all plant, materials, labor, construction equipment, services and transportation for performing all of the work for the construction of said improvements and to construct the same and install the material therein, as called for by this Agreement free and clear in all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time stated in the Proposal.

Contract - continued

IN WITNESS WHEREOF, this Contract has been duly executed by the parties hereinabove named, on the date and year first herein written.

CITY OF TEMPE  
a Municipal Corporation

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Authorized Officer

\_\_\_\_\_  
Official Title

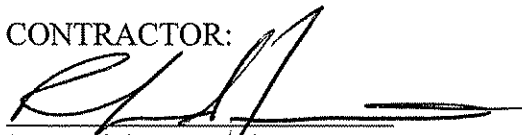
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APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

The contractor warrants that the person who is signing this Agreement on behalf of the contractor is authorized to do so and to execute all other documents necessary to carry out the terms of this Agreement.

CONTRACTOR:

  
\_\_\_\_\_  
Party of the Second Part

Richard Francis  
Name

Vice President  
Title

City of Tempe Transaction Privilege  
License (Sales Tax) Permit No.

66485

Certified to be a true and exact copy

(Corporate Seal)

\_\_\_\_\_  
Karen M. Fillmore, Records Specialist

Witness: If Contractor is an Individual